

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 19, 2005

Division: County Administrator

Bulk Item: Yes X No _____

Department: Fire Rescue

AGENDA ITEM WORDING: Request approval of Affiliation Agreement between the District Board of Trustees of Broward Community College and the Board of County Commissioners of Monroe County, Florida for Monroe County Fire Rescue (MCFR) to provide an EMS training environment from date of approval of Agreement through January 31, 2006 with the option to renew on a year-to-year basis.

ITEM BACKGROUND: Broward Community College (BCC) students enrolled in Emergency Medical Services (EMS) courses (EMT-Basic and Paramedic) must complete a specified number of supervised hours on a licensed ambulance. MCFR and BCC sought the Affiliation Agreement to provide a resource for a comprehensive learning experience for students from BCC, within a clinical field setting, for completion of the students' health-related program criteria. The Terms of Agreement provide for either party to elect annually to extend the Agreement for an additional year with written notice.

An Agreement was drawn up, was approved by the BOCC, and was subsequently rescinded due to the necessity for specific self-insurance verbiage to be added to the Agreement. This verbiage has now been added, and is ready for BOCC approval.

PREVIOUS RELEVANT BOCC ACTION: On August 18, 2004 the Board approved and authorized execution of an Affiliation Agreement between the District Board of Trustees of BCC and the Board of County Commissioners of Monroe County, Florida for MCFR. On November 17, 2004, the Board approved to rescind the Affiliation Agreement.

CONTRACT/AGREEMENT CHANGES: N/A.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A

BUDGETED: Yes _____ No _____


COST TO COUNTY: N/A

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes _____ No X **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DEPARTMENT HEAD APPROVAL: _____


Clark O. Martin, Jr.

DIVISION DIRECTOR APPROVAL: _____


Thomas J. Willi

DOCUMENTATION: Included X

To Follow _____

Not Required _____

DISPOSITION: _____

AGENDA ITEM # C12

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Broward Community College Contract #
Effective Date: Jan. 15, 2005
Expiration Date: Jan. 31, 2006

Contract Purpose/Description:

Broward Community College (BCC) desires that students enrolled in its health-related programs can obtain clinical experience with Monroe County Fire Rescue (MCFR). MCFR will provide the necessary facilities for the clinical field experience to educate BCC students.

Contract Manager: D. Hayes for C. Martin 6004 Fire Rescue / Stop #14
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on January 19, 2005 Agenda Deadline: January 04, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ _____
 Budgeted? Yes ☐ No ☐ _____
 Grant: \$ _____
 County Match: \$ _____

N/A Current Year Portion: \$ _____

Account Codes: _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Cott</u>	<u>12/24/04</u>
Risk Management	<u>12-27-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>12-27-04</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. [Signature]</u>	<u>12/28/04</u>
County Attorney	<u>12/23/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. [Signature]</u>	<u>12/23/04</u>

Comments: _____

AFFILIATION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2005 by and between the DISTRICT BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE, hereinafter referred to as the COLLEGE, and MONROE COUNTY FIRE RESCUE, by and through the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the COUNTY obtain experience within a clinical field setting at the COUNTY, and

WHEREAS, the COUNTY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related students.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the Student shall be the only purpose of the program.
2. Both parties agree not to discriminate against any student, in any manner whatsoever, on account of race, creed, color, sex, age, national origin, or mental or physical handicap.
3. The COUNTY agrees to accept COLLEGE students as determined by mutual consultation and to make available as practical facilities to the COLLEGE in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum maintenance of permanent records, all educational experiences, and evaluation of program through an employed instructor.
4. The COLLEGE shall select practical educational experiences based upon the needs of the Student(s) to meet objectives of the program.
5. The period of time that Student(s) are assigned to the COUNTY will be determined by mutual agreement. The Affiliation Agreement does not obligate the COLLEGE to place a Student in the COUNTY during all or future externship periods.
6. The Student's scheduled work day shall vary depending upon the hours of the COUNTY. Each Student's schedule must be determined by mutual consultation.

7. The COLLEGE shall provide the COUNTY with a list of Students in the learning experience at least ten (10) days before each program is to start.
8. The COLLEGE shall, at its discretion, appoint Clinical Instructors as required for a given program. The COUNTY shall assure COLLEGE personnel access to the appropriate areas to perform observation and evaluation of the student and the facility operation.
9. At the discretion of the COUNTY or the COLLEGE, any Student unacceptable for the reasons of health, performance, or any other reasonable and legally permissible cause shall be withdrawn from the COUNTY.
10. All services rendered by Students under this Agreement for the COUNTY, employees, and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Student participants shall not be considered to be employees of the COUNTY.
11. The parties to this Agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amount adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this Agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

The COLLEGE must keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this Agreement are cancelled, terminated or reduced in coverage, then the COLLEGE must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the COUNTY whenever acquired or amended.

12. The COLLEGE covenants and agrees to indemnify and hold harmless Monroe County BOCC and Monroe County Fire Rescue (MCFR) from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the COUNTY) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the organization/individual participating in the program governed by this Agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

13. The COUNTY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance with supervision of the Student(s) while on the premises of the COUNTY and will cooperate in evaluation student performance.
14. The term of this AGREEMENT shall be from the date of AGREEMENT, and shall remain in full force and effect until January 31, 2006. Either party may elect annually to extend this AGREEMENT for an additional year upon providing at least thirty (30) days prior written notice of intent to extend. Either party hereto may terminate this AGREEMENT by giving at least thirty (30) days written notice to the other party.

NOTICE: Where notice is required under this AGREEMENT to be given to either party, the notice shall be mailed to:

For COLLEGE:

Deborah Papa
Assoc. Vice-President
Center for Health Science
Broward Community College
3501 SW Davie Road
Davie, FL 33314

For COUNTY:

Clark O. Martin, Jr., Fire Chief
Monroe County Fire Rescue
490 63rd Street, Suite 140
Marathon, FL 33050

The undersigned hereby approve this Affiliation Agreement:

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County, Florida

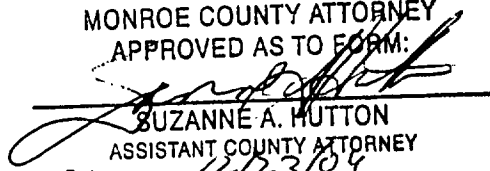
By: _____
Deputy Clerk

Mayor / Chairman

District Board of Trustees of
Broward Community College

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date

12/23/04